

ORIGINAL

RESOLUTION 2011 - 45

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT
FOR POLICE DEPARTMENT REVIEW**

WHEREAS, the City of Sunnyside released a Request for Proposals and Qualifications for Police Department Review on May 11, 2011; and

WHEREAS, the Request for Proposals and Qualifications sought an experienced consultant to provide information and recommendations for City budget decisions, police department operations, and strategic planning, including but not limited to review of department management, organization, budget, policies, staffing, equipment, capacity, and related variables that promote the efficiency and effectiveness of the Police Department in meeting both budget efficiency, police operation standards, and police response needs today and into the future; and

WHEREAS, after review of the proposals submitted and interviews, the City Manager has determined that the firm of MGT of America, Inc. is the most qualified; and

WHEREAS, the City Manager recommends that he be authorized to execute a Professional Services Agreement for Police Department Review with MGT of America, Inc., for and on behalf of the City of Sunnyside and to take all reasonable actions reasonable and necessary to administer performance of such Agreement; and

WHEREAS, the City Council of the City of Sunnyside finds and determines that such Agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF

THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the "Professional Services Agreement for Police Department Review," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and MGT of America, Inc., is hereby approved; and the City Manager is hereby authorized to execute such Agreement for and on behalf of the City of Sunnyside and to take all actions reasonable and necessary to administer performance of such Agreement.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 22nd day of August, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"

**PROFESSIONAL SERVICES AGREEMENT FOR
POLICE DEPARTMENT REVIEW**

THIS AGREEMENT is entered into between the City of Sunnyside, a municipal corporation, hereinafter referred to as "the City", and MGT of America, Inc., hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform services in connection with the project designated "Police Department Review".
2. Scope of Services. Consultant agrees to perform the services, identified in the Scope of Work (Exhibit "A") attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within 90 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$49,202 without express written modification of the agreement signed by the City.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 75% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.

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5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project is completed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant shall indemnify, defend and hold harmless the City, its elected and appointed officials, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
8. Insurance. The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage.

Said general liability policy shall name the City of Sunnyside as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.
9. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability

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or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
 - a. The City reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.
15. Notices. Notices to the City Manager shall be sent to the following address:

City of Sunnyside
Attn: Mark Gervasi, City Manager
818 E. Edison Avenue
Sunnyside, WA 98944

Notices to Consultant shall be sent to the following address:
16. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 20 _____.

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City of Sunnyside

Consultant

By _____
Mark Gervasi, City Manager

By _____

Attest:

Delilah Saenz, City Clerk

Approved as to Form:

Menke Jackson Beyer Ehlis & Harper, LLP
City Attorney

EXHIBIT "A"

Scope of Work

TASK 1 - CONFIRM SCOPE, OBJECTIVES AND TIMING.

The project team will develop an understanding of the organization and operations of the City of Sunnyside generally, and the Police Department specifically.

To accomplish this task, the project team will perform several information collection activities to become thoroughly familiar with Sunnyside's operations. These activities will consist of:

1.1 Finalize project. The team will conduct a meeting with the City's Project Team and other designated key officials to accomplish the following:

- Identify communication channels and reporting relationships and responsibilities of project staff.
- Review scope of work. The project objectives, tasks and time lines will be reviewed and confirmed.
- Review products to be delivered. Expectations regarding the form and scope of the products will be confirmed.

TASK 2 - DATA COLLECTION.

The Consultant's team will obtain and analyze City of Sunnyside background information. This may include, but not limited to, a review of the following:

- Any adopted mission, goals, objectives, performance standards, etc. of the City as they relate to the operations of the Police Department.
- Position descriptions and organization charts.
- Current and prior year's budgets (previous 3 years), year-end revenue/expenditure printouts, and audit reports.
- Staffing levels, including resource allocation and utilization.
- The State and other certifications held by various police department staff members.
- Any management reports and other tracking documents used to monitor department performance.
- Administrative and financial policies, procedures and practices.
- Personnel policies, procedures and practices.
- Any training and other non-confidential personnel records.
- Any purchasing and property disposition records, including fixed assets and equipment inventories.
- Existing capital improvement and other comprehensive plans.
- To the extent available, current workload and workload trend information.
- The services and service levels of each functional unit, including detailed performance measures, if available.
- Operating statistics and other information systems reports.
- Crime statistics and calls for service.

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2.1 - Interviews. Subject to applicable law, the Consultant's project team will conduct confidential individual interviews (either in person or by phone) with the City Council, City Manager, Deputy City Manager, Municipal Judge, Police Chief, Deputy Police Chief, Police Guild President, Teamsters Bargaining Representative, and at least one representative sample of all police department job classifications. The project team will also interview up to 20 other key staff and stakeholders (which frequently relate to the police department, as identified by the City). The interviews will help identify concerns, clarify duties and responsibilities, document current practices, solicit input, answer specific questions regarding departmental organization and operations, and to assure that a variety of community concerns and perspectives are identified, considered and evaluated.

2.2 - Conduct Field Observations. In the course of data collection and conducting interviews, the project team will review the facilities and equipment available to the department, and to observe field operations as appropriate through a number of "ride-alongs".

TASK 3 - DOCUMENT AND REVIEW EXISTING ORGANIZATION AND OPERATIONS

With the information from prior tasks, the team will prepare a factual profile of the organization and operations of the police department. The profile will contain the following:

- The organization, staffing and reporting relationships within the department, and between departments and general administration.
- The objectives, priorities and programs of the department.
- To the extent available, the current workload and workload trend information.
- The services and service levels provided by each organizational unit.
- The communications and workflow among the various organizational units.
- The use of existing resources.

The factual profile will not contain analysis or judgments by the project team. Rather, it will document the current organization, staffing, workload and management practices of the organization.

The factual profile will be reviewed with the City's Project Team and other key officials and staff, as appropriate. Following review of the draft, the profile will be amended as needed, and will be included in the final report.

TASK 4 - INITIAL ASSESSMENT AND DIRECTIONS.

At this point in the study process, the project team will have gained an understanding of the Sunnyside Police Department organization and operations, and will have conducted preliminary analysis. Concurrent with Task 3, the project team will provide a separate draft report on initial observations and findings.

The initial observations and findings will be presented in an informal report which makes preliminary findings and raises questions for the detailed analysis, such as:

- Is the City getting good value for its police department budgeted expenditures?

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- Are the functions of the Police Department organized logically?
- Are management and supervisory spans of control efficient and effective?
- Is there a structured process for objective-setting, priority-setting, and service delivery planning? If so, is it effective?
- Does the department have the resources necessary to achieve their objectives and expected service levels?
- Is the department flexible and able to respond effectively to changes in service demand?
- Does the department have a strong service orientation?
- Are staffing levels and workload demands in balance?
- Are the activity reporting and other information systems adequate to convey the necessary information?
- Are the facilities and equipment available to the department adequate to effectively meet service demands?
- Are communications within and among the department effective?
- Has the department taken advantage of available technology and modern management practices to improve organizational effectiveness?
- Are reporting and records systems adequate?
- Is long term planning conducted?
- Is there an effective management system for controlling expenditures?
- How should the City plan for the future growth of the City?

In addition to the initial assessment, the Consultant's project team will also have an opportunity to review potential directions and recommendations with key officials, and to provide a focus for the balance of the study.

TASK 5 - CONDUCT DETAILED ANALYSIS.

The detailed analysis phase is the key part of the review process. The project team will conduct a broad range of specific analyzes, including but not limited to the following as appropriate:

1. Organization analysis:
 - Organization structure
 - Reporting relationships
 - Working relationships
 - Management/Supervisory spans of control
 - Communications
 - Decision making
 - Operating Policies and Procedures
2. Workload and staffing:
 - Service level standards
 - General workloads and trends
 - Resource and staff utilization
 - Operations and maintenance
 - Equipment and facility utilization and needs
 - Management information systems
 - Goal setting and departmental productivity

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- Service orientation and delivery
- Application of appropriate technology
- Budget preparation and implementation
- Expenditure control
- Overtime Use
- Purchasing and procurement policies and practices
- Benchmarks and performance measures

The consulting team will also review the organizational structure, and benchmark several key performance measures of five (5) other comparable cities in the area, to be determined by the City in consultation with the Consultant. The benchmarks will include, but not necessarily be limited to:

- Comparative per capita police expenditures (operating and capital)
- Comparative police staffing
- Comparative equipment and facilities
- Comparative calls for service
- Comparative crime rates
- Comparative community related programs (e.g. DARE, SRO, Neighborhood Watch, etc.)

TASK 6 - PREPARE AND REVIEW DRAFT REPORT.

The Consultant's project team will prepare a draft report. The draft final report will summarize all findings, conclusions and specific recommendations. Said report will also include, but not be limited to:

- Appropriate background information
- The factual profile of existing operations
- Results of initial assessment
- Results of detailed analysis expressed as observations, findings and conclusions
- Results of the comparative review (benchmarking) of other similar cities
- Detailed recommendations including specific opportunities for improvement.

TASK 7 - PREPARE AND PRESENT FINAL REPORT

After receiving the review and comments from the City on the draft report, the project team will make any needed revisions, clarifications, or elaborations, and prepare a final report. In addition to the items listed in the description of the draft report, the final report will also contain an executive summary.

The consultant will deliver one master copy and ten (10) printed and bound copies of the final report to the City. The consultant will also deliver a copy of the final report on PC disk or CD in a Microsoft Word version 2003 or newer.

A final de-briefing session shall be held with selected Sunnyside officials to summarize the findings, conclusions, recommendations and observations of the study team. The consultant will make one presentation of the study results to the City Council at a Work Session.

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Deliverables and Dates:

Deliver Factual Profile:
Deliver Draft Report:
Deliver Final Report:
Make Presentations:

Final Report Format

The format for the principal report to be prepared pursuant to the scope of work will include narrative text, tables, and charts. It should include, but not necessarily be limited to, the following sections:

Executive Summary

Project Scope and Approach

Factual Profile

Findings and Conclusions:

 Planning and Goal Setting

 Management Systems

 Department Management and Leadership

 Budget Administration

 Organization Structure/Staffing

 Scheduling and Workload Allocation

 Comparative Benchmarks with Similarly Situated Communities (table/Narrative)

 Community Relations

 Crime Prevention Programs

 Core Skills and Training

 Standard Operating Procedures (Police Department Manual)

 Intergovernmental Relations/Cooperation

 Facilities and Equipment

 Miscellaneous

Table of Recommendations (including estimates of cost implementation and/or cost savings)

Organization Charts (Existing and Recommended)

Attachments

EXHIBIT "A"

EXHIBIT "B"

PAYMENT

1. Consultant shall be paid up to \$49,202 to complete the scope of work described in Exhibit "A".
2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 70% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.